

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY	§	PLAINTIFF
	§	
	§	
	§	
v.	§	CIVIL NO.: 1:14cv136-HSO-RHW
	§	
	§	
JAMEILYA POLK; FOCUS CONSTRUCTION, LLC; SEAN PEDERSON; ABC INDIVIDUALS; And XYZ ENTITIES	§	DEFENDANTS
	§	
	§	

FINAL JUDGMENT

This matter came on to be heard upon the Motion for (Partial) Judgment on the Pleadings [41] filed by Plaintiff Nationwide Property & Casualty Insurance Company. The Court, after a full review and consideration of the pleadings on file, the record as a whole, and relevant legal authorities, finds that in accord with its Order entered herewith,

IT IS, THEREFORE, ORDERED AND ADJUDGED, that judgment is rendered in favor of Plaintiff Nationwide Property & Casualty Insurance Company as to Count I of its Complaint for Declaratory Judgment [1]. Pursuant to 28 U.S.C. § 2201, the Court declares that the terms and conditions of the Nationwide Policy clearly and unambiguously relieve it of any duty to provide liability coverage, including defense and/or indemnification, for Defendant Focus Construction, LLC, for any and all claims made by Defendant Jameilya Polk in the Underlying Action.

IT IS, FURTHER, ORDERED AND ADJUDGED, that this civil action is
DISMISSED WITH PREJUDICE.

SO ORDERED AND ADJUDGED, this the 23rd day of October, 2015.

s/ Halil Suleyman Ozerden

HALIL SULEYMAN OZERDEN
UNITED STATES DISTRICT JUDGE